

JUDGE SWAIN

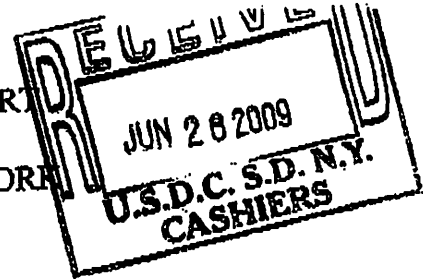
09

CV

5886

Richard A. Marcus, Esq.
Law Offices of Richard A. Marcus
28494 Westinghouse Place, Suite 204
Valencia, CA 91355
Phone: (661) 257-8877
Fax: (661) 775-923
e-mail: help@affordablelaw.com
Bar Code: RM3757

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
RACHEL HIRSCH and RICHARD MARCUS on
behalf of themselves and all other shareholders
similarly situated of REYMAR REALTY
CORPORATION,

COMPLAINT
(Fed. R. Civ. P. 21.3)

Plaintiffs,

-VS-

REYMAR REALTY CORPORATION, MARK
GORTON, individually, and JODY GORTON,
individually,

Defendants.
-----X

JURISDICTION AND VENUE

1. Plaintiff, Rachel Hirsch, is a citizen of the State of New Jersey. Plaintiff, Richard Marcus, is a citizen of the State of California. Defendant Reymar Realty Corporation (hereinafter "Reymar") is a Corporation organized and existing under the laws of the State of New York, with its principal place of business in the City and State of New York. For purposes of this diversity action, Reymar Realty Corporation must be aligned as a defendant because as set forth below, the corporation on whose behalf this action is brought is in "antagonistic hands" pursuant to Koster v. Lumberman's Mutual

AS AND FOR A FIRST CLAIM TO RESCIND THE SALE OF THE PROPERTY

10. Upon information and belief, at all times relevant hereto, Sharman Marcus and Stephen Marcus constituted the entire Board of Directors and Officers of Reymar. Upon information and belief, in connection with the transactions complained of herein, at all times relevant hereto, Stephen Marcus was acting as Reymar's President and Sharman Marcus was acting as Reymar's Vice President and Secretary.

11. The principal and only asset of Reymar was the real property located at 108 West 76th Street, New York, New York 10023.

12. Since 1987, and at all times thereafter, Plaintiffs Richard Marcus and Rachel Hirsch have been the owners of 42% of the shares of stock of Reymar.

13. At all times relevant hereto, Stephen Marcus has represented to plaintiffs Richard Marcus and Rachel Hirsch that their stock certificates had issued and that they were being held by him. Upon information and belief, those certificates are a part of the corporate books and records of Reymar presently in the possession of Sharman Marcus.

14. At all times herein, Stephen Marcus and Sharman Marcus have had complete and exclusive control of the money, property and affairs of Reymar.

15. On or about June 30, 2005, Reymar sold to the defendants, Mark Gorton and Jody Gorton, Reymar's principal asset, the real property located at 108 W. 76th Street, New York, for the sum of \$4.8 Million dollars. A true copy of said deed is attached hereto Exhibit "A".

16. The sale of said property constituted a sale of all or substantially all of the assets of Reyamar, which was not done in the usual or regular course of the business actually conducted by Reyamar.

17. Upon information and belief, the Gorton defendants were not provided with sufficient documentation demonstrating Board and Shareholder approval of the proposed sale, such as documentation showing Board recommendation of the proposed sale, documentation showing that the Board had directed submission of the proposed sale to a vote of the shareholders, documentation showing that notice had been provided to the shareholders of a meeting within which the shareholders would consider the issue of the proposed sale, and any documentation demonstrating whether the building constituted all or substantially all of Reyamar's assets, and documentation demonstrating what Reyamar's principal/ordinary course of business actually was.

18. At no time herein were plaintiffs Richard Marcus and Rachel Hirsch informed as shareholders of any recommendation by the Board of Directors for the sale of the asset.

19. At no time herein were plaintiffs Richard Marcus and Rachel Hirsch provided with any notice of any shareholder's meeting to consider the sale of the asset to the Gorton defendants.

20. At no time herein was a meeting of all of the shareholders held to consider the sale of the asset to the Gorton defendants.

21. At no time herein did Richard Marcus or Rachel Hirsch ever consent to the sale of the asset to the Gorton Defendants.

22. At no time herein did a majority of the Reyamar shareholders consent to the

sale of the asset to the Gorton Defendants.

23. Stephen Marcus and defendant Sharman Marcus stopped all forms of communication with the individual plaintiffs in or about 2001. In fact, Sharman Marcus never bothered to notify the plaintiffs of Stephen Marcus's death in November of 2008.

24. Sharman Marcus and/or Stephen Marcus falsely prepared minutes of a purported special meeting which never took place, alleging that on May 12, 2005, immediately before the signing of the contract of sale, Sharman Marcus and Stephen Marcus held a meeting of all of the shareholders of Reymar, with Stephen Marcus having 52 of the purported 100 shares and Sharman Marcus having 48 of the purported 100 shares. The minutes also indicated that they reviewed an offer of \$4,800,000.00 for the sale of the property, and after much discussion, resolved to accept the offer and sell the property to Mark and Jody Gorton. A true copy of said minutes of special meeting is attached hereto as Exhibit "B".

25. Said minutes were false and fraudulent inasmuch as:

A. No shareholder's meeting was ever held to consider the sale of the property;

B. Sharman Marcus and Stephen Marcus were not all of the shareholders of Reymar and Reymar had more than 100 shares of stock.

C. Upon information and belief, Sharman Marcus was not a shareholder of Reymar at the time of the sale;

D. Richard Marcus and Rachel Hirsch were shareholders of Reymar at the time, each owning 21% of Reymar, and were never notified that Reymar was considering the sale of property to anyone.

E. The shareholders never voted on whether the property should be sold to the

Gorton defendants.

F. The shareholders of Reymar never consented to the sale of the property to the Gortons.

G. No meeting was held on May 12, 2005 as represented in Exhibit "B".

26. Plaintiffs never approved the sale of Reymar's only asset.

27. Had plaintiffs known of the proposed sale of Reymar's only asset, they would never have consented to the sale.

28. Sharman Marcus and Stephen Marcus knew, at the time of the execution of Exhibit "B" that Sharman Marcus and Stephen Marcus were not 100% of the shareholders, and they knew that Rachel Hirsch and Richard Marcus were shareholders of Reymar Corporation, had not consented to the sale of the Corporation's only asset, and were never provided with notice of the purported meeting of shareholders. The entire sale was being conducted by them with the actual intent to defraud the minority shareholders.

29. With respect to Exhibit "B", after execution of that document, Sharman Marcus recently submitted a sworn statement under penalty of perjury in probate proceedings stating that:

"I acknowledge that my signature appears over the line which states: vice president/ secretary" but emphatically state that I had no knowledge of the content of what is stated in the special meeting of May 12, 2005 of Reymar Realty Corporation and what was purportedly resolved at that meeting."

30. The above mentioned statements and representations were false and fraudulent, and were known to Sharman Marcus and Stephen Marcus to be false and

fraudulent when made by them.

31. As a result of Sharman Marcus's access to and review of internal corporate documents, conversations and connections with corporate officers, and directors, as well as the plaintiffs, and attendance at management and Board meetings, she knew that the aforementioned representations were false, fraudulent and misleading.

32. After the improper and unlawful sale of the property, Sharman Marcus and Stephen Marcus misappropriated all of the proceeds from the sale of the property and made no distributions to Plaintiff Richard Marcus or Plaintiff Rachel Hirsch in further fraud upon them in connection with the sale. By the aforementioned misappropriation of the proceeds from the sale, plaintiffs have been deprived their share of the profits of the sale, which substantially transcend the \$75,000.00 monetary jurisdictional limitation for diversity actions. Upon information and belief, the total amount of each of their share certificates were worth well over \$1,000,000.00.

33. Sharman Marcus and Stephen Marcus hid, and continued to hide from the plaintiffs the fact that the asset was sold and its proceeds misappropriated. Plaintiff Richard Marcus first learned of his father's death on or about February 15, 2009 by finding a "condolences" message in a newsletter from the Woodbury Jewish Center (Vol 16, Issue 4) for Sharman Marcus and their son Aaron Marcus that had been posted on line. Richard Marcus informed the Plaintiff Rachel Hirsch of Stephen's passing on February 16, 2009. Neither Sharman Marcus nor any one else had informed the plaintiffs of the passing of their father months before.

34. Plaintiffs first learned that the sale had taken place on or about February 27, 2009 and learned of the existence of the purported special minutes on March 26, 2009.

Plaintiffs had no reason to know or believe that the asset had been sold since they were shareholders and their consent as 42% of the shares of Reymar would be required in order for the sale to take place.

35. Prior to February of 2009, the individual plaintiffs did not have actual knowledge of the wrongful acts and omissions of the defendants as set forth in the complaint or of the existence of the causes of action alleged herein.

36. The aforementioned sale is in violation of the New York Business Corporation Law, as well as the laws of the States where the plaintiffs reside and must be set aside.

**AS AND FOR A SECOND CLAIM TO RESCIND THE SALE OF THE
PROPERTY AS A FRAUDULENT CONVEYANCE**

37. Plaintiffs repeat, reiterate and reallege each and every allegation contained in paragraphs numbered 1-36 with the same force and effect as if the same were more fully set forth at length herein.

38. On or about June 30, 2005, Sharman Marcus and Stephen Marcus through their false and fraudulent statements and conduct, sold Reymar's principal asset in fraud of the plaintiffs Richard Marcus and Rachel Marcus, as well as in fraud of the buyers, as set forth above.

39. The aforementioned conveyance was made with the actual intent by them to hinder, delay, and/or defraud, thus making said transfer void. Further, the sale and misappropriation of the proceeds rendered Reymar insolvent.

40. The Gorton defendants are not good faith purchasers for value under applicable law.

41. The Gorton defendants did not purchase the property in good faith. The

Gorton Defendants were not bona fide purchasers for value because the sale did not comply with §909 of the BCL.

42. Further, upon information and belief, defendants did not request, nor were they provided with Reymar's corporate books and records which would have disclosed the true facts set forth above.

43. Further, defendants should have sought other documentary evidence which would have readily demonstrated that Stephen Marcus and Sharman Marcus were not all of the shareholders of Reymar and that no consent had been provided to all of the shareholders as required.

44. Upon information and belief, insufficient documentary evidence regarding the ownership of Reymar was submitted to the defendants. For example, upon information and belief, defendants did not request, nor were they provided with documentation showing that the Board of Directors of Reymar had recommended a sale or had provided notice to all of the shareholders of a meeting to consider the sale of the business as required by BCL §909.

45. Upon information and belief, defendants did not request, nor were they provided with documentation demonstrating whether or not the property was the only asset or constituted substantially all of the assets of Reymar.

46. Upon information and belief, the circumstances surrounding the sale of the property were highly unusual and the defendants and/or their attorney(s) or representatives failed to perform proper due diligence to determine whether the shareholders had in fact consented to the sale and whether the sale was in the ordinary

course of Reymar's business.

47. Upon information and belief, defendants knew or should have known that the special meeting minutes were false and fraudulent because the minutes were dated one day before the contract of sale for the property was executed.

48. Had defendants performed their proper due diligence, they would have learned that the sale was not in the ordinary course of Reymar's business and not performed with the knowledge and consent of Reymar's shareholders.

49. Upon information and belief, the defendants failed to determine what Reymar's ordinary course of business was prior to or at the time of closing.

50. Further, the legal document which provided Stephen Marcus with his ownership of shares of Reymar is the same legal document which provided plaintiffs with their interest. Had defendants examined this document, they would have learned that plaintiffs owned 42% of the shares of Reymar and that Sharman Marcus was not a shareholder.

51. The prior shareholders of Reymar were Lester and Bertha Marcus, the grandparents of plaintiffs and parents of Stephen Marcus.

52. Upon information and belief, the Gorton defendants were never provided with Reymar's stock certificate book, which would have disclosed that plaintiffs were shareholders and Exhibit "B" was a false and fraudulent document.

53. Upon information and belief, the Gorton defendants were never provided with documentation demonstrating how Sharman Marcus and Stephen Marcus acquired their interests in Reymar.

54. Upon information and belief, the only documents received by defendants

relating to shareholder consent of the sale was the fraudulent special minutes attached hereto as Exhibit " B", dated one day before the contract of sale, which should have put said defendants on notice that there was no compliance with BCL §909 and therefore the sale was improper.

55. Without being presented with documentation showing purported proper compliance with BCL §909, and engaging in proper due diligence, the Gorton Defendants could not be good faith purchasers for value.

56. Upon information and belief, the Gorton defendants possessed facts of such a nature, including the aforementioned facts that would have excited the suspicion of an ordinary prudent person as to whether proper consent to the sale had been obtained.

57. The sale by Reymar was made with the actual intent to defraud the plaintiffs and buyers.

REQUEST FOR RELIEF

WHEREFORE plaintiffs demands judgment:

1. That the said conveyance by deed made by Reymar to the Gorton Defendants, as aforesaid be set aside and declared null and void.

2. That the said conveyance contained herein be adjudged and declared fraudulent, void and of no effect.

3. That the clerk of the County of New York, State of New York be directed to cancel said deed of record.

4. Because plaintiffs successful prosecution of this action will result in a substantial benefit to the corporation, plaintiffs are entitled to reimbursement from Reymar for their expenses in bringing this action, including reasonable attorney's fees.

5. On the final determination of this action, the defendant Reymar be required to pay to plaintiffs reasonable expenses for the prosecution of this action including reasonable counsel and expert's fees, costs, and expenses, together with the costs and disbursements of this action; and

6. That plaintiffs have such other and further relief as the court deems proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury.

Dated: June 24, 2009

By: 

Richard A. Marcus, Esq.
Law Offices of Richard A. Marcus
28494 Westinghouse Place, Suite 204
Valencia, CA 91355
Phone: (661) 257-8877
Fax: (661) 775-923
e-mail: help@affordablelaw.com
Bar Code: RM3757
Attorneys for Plaintiffs


New York Mailing Address:

Richard Marcus
21 Windsor Circle
New City, NY 10956

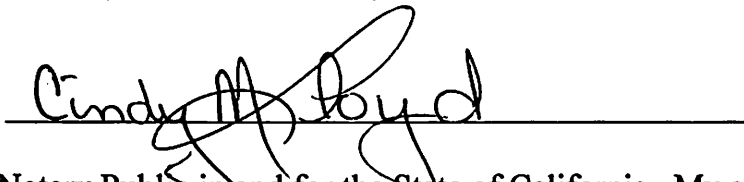
VERIFICATION

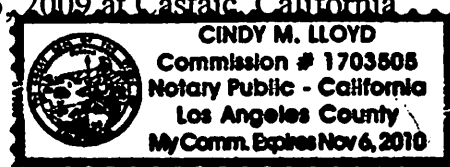
State of California)
)SS.
County of Los Angeles)

BEFORE ME, the undersigned Notary Public, Richard Marcus personally appeared on June 25, 2009. After being duly sworn by me, he deposed and stated that he is a plaintiff in this action, that he has read this Complaint, that the statements contained therein are true and correct, except for those matters set forth upon information and belief, and as to those matters, he believes them to be true.


Richard A. Marcus

SUBSCRIBED AND SWORN TO BEFORE ME on June 25, 2009 at Castaic, California to certify which, witness my hand and official seal.

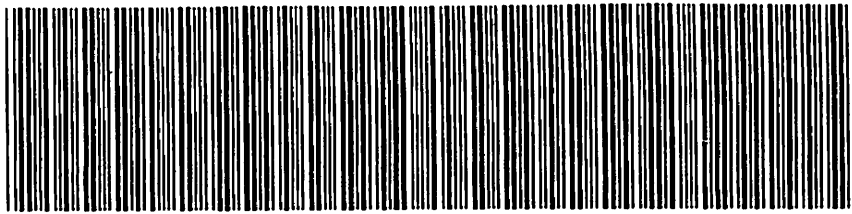




Notary Public in and for the State of California. My commission expires
on November 6, 2010.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2005070800839001001E4858
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 5
Document ID: 2005070800839001
Document Date: 06-30-2005
Preparation Date: 07-08-2005
Document Type: DEED
Document Page Count: 3
PRESENTER:

**PRESTIGE TITLE
AGENT FOR UNITED GENERAL
15 WEST 39TH STREET, 10TH FLOOR
NEW YORK, NY 10018
212-651-1200
07009UG-NY**

RETURN TO:

**MARK BORTEN, ESQ
SNOW BECKER KRAUSS PC
605 THIRD AVENUE
NEW YORK, NY 10158-0125**

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1147	37	Entire Lot	108 WEST 76 STREET
Property Type: APARTMENT BUILDING				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

**REYMAR REALTY CORP.
59 THE GLADE
SYOSSET, NY 11791**

GRANTEE/BUYER:

**MARK GORTON
139 WEST 87TH STREET
NEW YORK, NY 10024**

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage			Recording Fee: \$	52.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	165.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00	\$	19,200.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		

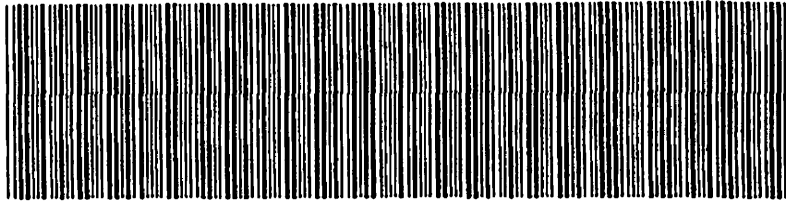
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**
CITY OF NEW YORK
Recorded/Filed 07-20-2005 17:24
City Register File No.(CRFN):
2005000406254


Gannett McMill

City Register Official Signature
NYC HPD Preliminary Residential Property Transfer Form

Exhibit A

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2005070800839001001C4AD8

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 5

Document ID: 2005070800839001
Document Type: DEED

Document Date: 06-30-2005

Preparation Date: 07-08-2005

PARTIES

GRANTEE/BUYER:

**JODY GORTON
139 WEST 87TH STREET
NEW YORK, NY 10024**



First American Title Insurance Company of New York

BARGAIN and SALE DEED, with COVENANT

Against Grantor's Acts - Individual or Corporation

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 30th day of June, in the year 2005

BETWEEN

Name: REYMAR REALTY CORP., A New York Corporation Address: with office at: 59 The Glade,
Syosset, NY 11791

party of the first part, and

Name: MARK GORTON Address: 139 West 88th Street, New York, NY 10024

Name: JODY GORTON, Address: 139 West 87th Street, New York, NY 10024

is husband & wife

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE SCHEDULE A FOR PROPERTY DESCRIPTION

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

[Signature]

[Signature of Stephen R. Marcus]
Signature of Stephen Marcus as President of
REYMAR REALTY CORP., A New York
Corporation

First American Title Agency, Inc.
15 West 30th Street, 19th Fl
New York, NY 10001
212 661-1200 or 212 661-1201

PRESTIGE TITLE AGENCY, INC.

SCHEDULE A (Description)

Title Number: 07009-UG-NY

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of Seventy-sixth Street distant one hundred feet Westerly from the corner formed by the intersection of the Southerly side of Seventy-sixth Street with the Westerly side of Columbus Avenue;

RUNNING THENCE Southerly parallel with Columbus Avenue one hundred and two feet and two inches to the centre line of the block;

RUNNING THENCE Westerly and along said centre line of the block twenty-five feet;

RUNNING THENCE Northerly and again parallel with Columbus Avenue, one hundred and two feet and two inches to the Southerly side of Seventy-sixth Street; and

RUNNING THENCE Easterly and along the said Southerly side of Seventy-sixth Street, twenty-five feet to the point or place of **BEGINNING**.

Being and intended to be the same premises conveyed by deed recorded in Liber 4536 page 265 and corrected by deed recorded in Liber 4561 page 118.

LM this conveyance is made during the ordinary course of business of the grantor herein.



First American Title Insurance Company of New York

BARGAIN and SALE DEED, with COVENANT

Against Grantor's Acts - Individual or Corporation

* STATE OF NEW YORK

COUNTY OF New York

ss.:

On the 30th day of June in the year 2005 before me, the undersigned, personally appeared Stephen Marcus as President of REYMAR REALTY CORP., A New York Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mark Russo

Signature and Office of
Individual taking acknowledgment

Mark Russo
Notary Public, State of New York
#43-6004257
Qualified in Richmond County
Term Expires 11/14/08 26

* For acknowledgments taken in New York State.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 07609-UG-NY

REYMAR REALTY CORP., A New York
Corporation with office at:

TO

MARK GORTON & JODY GORTON



First American Title Insurance Company
of New York

Hudson Valley Region
188 East Post Road
White Plains, New York, 10601
Phone (914) 428-3433
Fax (914) 428-0159

PREMISES

Sheet
Section
Block
Lot
Plate
Volume
Page
District

1147
37

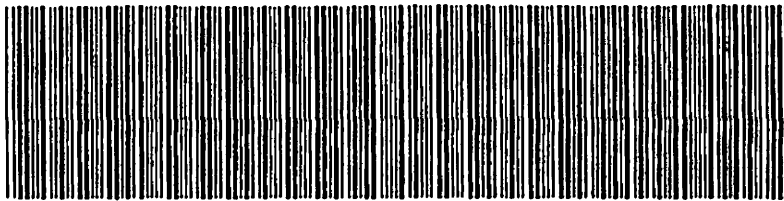
Tax Map Des.
County or Town
Street Number

108 West 76th Street, New York, NY
Recorded At Request of
First American Title Insurance Company of New York
RETURN BY MAIL TO:

MARK BORTEN, ESQ.
SNOW BECKER KRAUSS PC
605 Third Avenue
New York, NY 10158-0125

RECORDING OFFICE

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2005070800839001001S86D9

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2005070800839001

Document Date: 06-30-2005

Preparation Date: 07-08-2005

Document Type: DEED

ASSOCIATED TAX FORM ID: 2005063000071


SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

2

2005063000071201

FOR CITY USE ONLY		PROPERTY INFORMATION	
C1. County Code	C2. Date Deed Recorded	C3. Book	C5. CRFN
Month / Day / Year _____ / _____ / _____		C4. Page _____	
			
REAL PROPERTY TRANSFER REPORT STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES RP - 5217NYC <small>(Rev 1/2002)</small>			
1. Property Location STREET NUMBER: 108 STREET NAME: WEST 76 STREET BOROUGH: MANHATTAN ZIP CODE: 10023		2. Buyer Name LAST NAME / COMPANY: GORTON FIRST NAME: JODY ZIP CODE: _____	
3. Tax Address Building: _____ Address: _____ (If other than buyer address (at bottom of form))		4. Indicate the number of Assessment Roll parcels transferred on the deed: _____ # of Parcels OR Part of a Parcel: <input type="checkbox"/>	
5. Deed Property Size: _____ FRONT FEET: _____ DEPTH: _____ ACRES: _____		6. Ownership Type Check the boxes below as they apply: 4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC 6. Ownership Type is Condominium: <input type="checkbox"/> 7. New Construction on Vacant Land: <input type="checkbox"/>	
9. Check the box below which most accurately describes the use of the property at the time of sale: A <input type="checkbox"/> One Family Residential B <input type="checkbox"/> 2 or 3 Family Residential C <input type="checkbox"/> Residential Vacant Land D <input type="checkbox"/> Non-Residential Vacant Land E <input type="checkbox"/> Commercial F <input checked="" type="checkbox"/> Apartment G <input type="checkbox"/> Community Service H <input type="checkbox"/> Entertainment / Amusement I <input type="checkbox"/> Industrial J <input type="checkbox"/> Public Service			
14. Check one or more of these conditions as applicable to transfer: A <input type="checkbox"/> Sale Between Relatives or Former Relatives B <input type="checkbox"/> Sale Between Related Companies or Partners in Business C <input type="checkbox"/> One of the Buyers is also a Seller D <input type="checkbox"/> Buyer or Seller is Government Agency or Lending Institution E <input type="checkbox"/> Deed Type not Warranty or Bargain and Sale (Specify Below) F <input type="checkbox"/> Sale of Fractional or Less than Fee Interest (Specify Below) G <input type="checkbox"/> Significant Change in Property Between Taxable Status and Sale Dates H <input type="checkbox"/> Sale of Business is included in Sale Price I <input type="checkbox"/> Other Unusual Factors Affecting Sale Price (Specify Below) J <input checked="" type="checkbox"/> None			
10. Sale Contract Date Month / Day / Year: 5 / 13 / 2005			
11. Date of Sale / Transfer Month / Day / Year: 6 / 30 / 2005			
12. Full Sale Price \$ _____			
13. Indicate the value of personal property included in the sale (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount. _____			
16. Total Assessed Value (of all parcels in transfer) _____			
17. Borough, Block and Lot / Roll Identifier(s) _____			
18. Building Class C 5			
19. Building Class C 5			
20. Building Class C 5			
21. Building Class C 5			
22. Building Class C 5			
23. Building Class C 5			
24. Building Class C 5			
25. Building Class C 5			
26. Building Class C 5			
27. Building Class C 5			
28. Building Class C 5			
29. Building Class C 5			
30. Building Class C 5			
31. Building Class C 5			
32. Building Class C 5			
33. Building Class C 5			
34. Building Class C 5			
35. Building Class C 5			
36. Building Class C 5			
37. Building Class C 5			
38. Building Class C 5			
39. Building Class C 5			
40. Building Class C 5			
41. Building Class C 5			
42. Building Class C 5			
43. Building Class C 5			
44. Building Class C 5			
45. Building Class C 5			
46. Building Class C 5			
47. Building Class C 5			
48. Building Class C 5			
49. Building Class C 5			
50. Building Class C 5			
51. Building Class C 5			
52. Building Class C 5			
53. Building Class C 5			
54. Building Class C 5			
55. Building Class C 5			
56. Building Class C 5			
57. Building Class C 5			
58. Building Class C 5			
59. Building Class C 5			
60. Building Class C 5			
61. Building Class C 5			
62. Building Class C 5			
63. Building Class C 5			
64. Building Class C 5			
65. Building Class C 5			
66. Building Class C 5			
67. Building Class C 5			
68. Building Class C 5			
69. Building Class C 5			
70. Building Class C 5			
71. Building Class C 5			
72. Building Class C 5			
73. Building Class C 5			
74. Building Class C 5			
75. Building Class C 5			
76. Building Class C 5			
77. Building Class C 5			
78. Building Class C 5			
79. Building Class C 5			
80. Building Class C 5			
81. Building Class C 5			
82. Building Class C 5			
83. Building Class C 5			
84. Building Class C 5			
85. Building Class C 5			
86. Building Class C 5			
87. Building Class C 5			
88. Building Class C 5			
89. Building Class C 5			
90. Building Class C 5			
91. Building Class C 5			
92. Building Class C 5			
93. Building Class C 5			
94. Building Class C 5			
95. Building Class C 5			
96. Building Class C 5			
97. Building Class C 5			
98. Building Class C 5			
99. Building Class C 5			
100. Building Class C 5			

CERTIFICATION
 I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact hereinafter will subject me to the provisions of the penal law relative to the making and filing of false instruments.



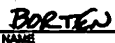

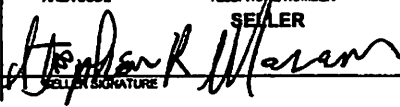
BUYER
 SIGNATURE: _____
 DATE: 6/30/05
 STREET NUMBER: 108
 STREET NAME: WEST 76 STREET
 CITY OR TOWN: New York
 STATE: NY
 ZIP CODE: 10023

SELLER
 SIGNATURE: _____
 DATE: 6/30/05
 STREET NUMBER: 108
 STREET NAME: WEST 76 STREET
 CITY OR TOWN: New York
 STATE: NY
 ZIP CODE: 10023

BUYER'S ATTORNEY
 LAST NAME: MARK
 FIRST NAME: _____
 TELEPHONE NUMBER: 687-3860
 AREA CODE: 212

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

 <small>BUYER SIGNATURE</small>		<small>BUYER</small>  <small>DATE</small>		<small>BUYER'S ATTORNEY</small> 		 <small>FIRST NAME</small>	
139 <small>STREET NUMBER</small>		West 87th Street <small>STREET NAME (AFTER SALE)</small>		212 <small>AREA CODE</small>		687-3860 <small>TELEPHONE NUMBER</small>	
New York <small>CITY OR TOWN</small>		N.Y. <small>STATE</small>		10024 <small>ZIP CODE</small>		 <small>SELLER SIGNATURE</small>	
						6/30/05 <small>DATE</small>	

2005063000071201

REYMAR REALTY CORP.

SPECIAL MEETING

May 12, 2005

Meeting was called to order.

Present were all of the shareholders, Stephen Marcus with 52 of the 100 shares and Sharman Marcus with 48 of the 100 shares. They reviewed an offer of four million, eight hundred thousand (\$4,800,000.00) dollars for the property located at 108 West 76th Street, New York. After much discussion it was:

RESOLVED that the offer be accepted to sell the property located at 108 West 76th Street to Mark and Jody Gorton.

No other business being presented, the meeting was adjourned.

Stephen R. Marcus
Secretary
Sharman L. Marcus
Vice President / Secretary

Exhibit B